

**JOINT POWERS AGREEMENT REGARDING PUBLIC SAFETY RELATED
TO 2014 MAJOR LEAGUE BASEBALL ALL STAR GAME SECURITY
IN MINNEAPOLIS, MINNESOTA**

THIS JOINT POWERS AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2014 MAJOR LEAGUE BASEBALL ALL STAR GAME (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 4 herein, on this ____ day of ____, 2014, by and between the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “MPD”) and _____, a [insert name of city/county/state and type of entity and state where authorized to operate] acting through its [insert name of law enforcement organization of city/county/state if different from entity with authority to contract](hereinafter referred to as the “Provider”).

WHEREAS, the City is the host city for the 2014 Major League Baseball All Star Game to be held on Tuesday, July 15, 2014, and for related events taking place from Friday, July 11, 2014 through Wednesday, July 16, 2014(hereinafter referred to as the “Game”); and

WHEREAS, the City has agreed to act as the lead local law enforcement agency to help facilitate the provision of law enforcement measures that may be subject to a Unified Command to ensure security for the Game; and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the public safety and security measures required of an event the size and unique nature of the Game; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the MPD with Game security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, commonly known as the Joint Powers Act, and/or Minnesota Statutes, Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with law enforcement resources identified on Attachment A attached hereto to assist the MPD with Game security.
- 1.2 Provider will exercise its best efforts to assist with Game security. The parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its

jurisdiction including, but not limited to, the Game. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider's resources when, it is considered to be in Provider's best interest to do so.

- 1.3 If any of the Provider's resources are licensed police officers, each such officer must meet the following criteria as defined in Minnesota Statutes, Sections 626.84, Subdivision 1(c) and 471.59, Subd. 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2. **ADDITIONAL CRITERIA OF LICENSED POLICE OFFICERS; PROVIDER SCOPE OF SERVICE**

- 2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the licensed police officers shall also meet the following criteria:

- A. That each licensed police officer shall by reason of experience, training and physical fitness be deemed by the Provider of being capable of performing the duties required by the MPD associated with Game security; and
- B. That each licensed police officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the MPD in the event that any licensed police officer is no longer an officer in good standing with the Provider; and
- C. That unless otherwise provided or requested by the MPD, each licensed police officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor that are required to be worn by each LPO while on duty for the Provider.

- 2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's law enforcement resources without cause or explanation.

2.3 The Provider agrees to provide the City with the following services:

- A. That upon reasonable advance written notification from the MPD, each of Provider's licensed police officers or other police employees so designated by the MPD shall participate in training activities related to Game security, that are coordinated or conducted by the MPD or its designee; and
- B. That each licensed police officer agrees to be placed by the MPD, if so determined by the MPD, in an "On Assignment" status in which the licensed police officer is physically proximate to the Game location, so as to be able to physically report in a timely manner to such duty post assigned by the MPD prepared to undertake the specific job task or responsibility assigned by the MPD; and
- C. That at the request of the MPD, all of Provider's employees and officers that participated in provided Game security shall participate in and/or provide information to and otherwise cooperate with the MPD in any "after action activities" following the conclusion of a Training Session or actual Game security.

2.4 Provider acknowledges and agrees that at all times during each Training Session or during the Game each of Provider's officers or employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established throughout the law enforcement community (herein referred to as "Unified Command").

2.5 The Provider agrees to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.

3. **CITY RESPONSIBILITIES**

3.1 City agrees that it will provide or facilitate Training Session[s] to prepare for providing Game security. The substance of the training, including the locations, dates and times of any Security Event Training Session, shall be detailed in a separate writing provided from the MPD to the Provider.

3.2 The person responsible on behalf of the MPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider's law enforcement resources, shall be _____ (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this

Agreement, all contact or inquiries made by the Provider with regard to this Agreement shall be made directly to the Coordinator or the Coordinator's designee.

4. **TERM OF AGREEMENT**

4.1 Unless otherwise terminated earlier as provided in Section 16 herein, this Agreement shall become operationally effective as follows:

4.2 Game Security Training Session[s] – The Game Security Training Session Date[s] shall be _____.

4.3 The Game - The Game dates upon which security may be required by the MPD commence on Friday, July 11, 2014 and end on Wednesday, July 16, 2014 .

5. **COMPENSATION AND OTHER COSTS**

5.1 Each party will fully compensate its own employees for any services provided pursuant to this agreement. Each party assumes full responsibility for its own lost or damaged equipment regardless of the cause of such loss or damage. The parties agree that each is fully responsible to cover all costs associated with providing Game security or attending or participating in any related training.

6. **AGREEMENT MANAGEMENT**

6.1 In addition to the person described in Section 2.3 of this Agreement, the Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

(List names)

(List responsibilities)

7. **WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION**

7.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work product” shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to MPD or results from Provider's services under this Agreement.

“Supporting documentation” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and

other evidences used to generate any and all work performed and work products generated under this Agreement.

“Business records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to MPD or Provider and pertain to work performed under this Agreement.

- 7.2 All deliverable work products, supporting documentation and business records or copies thereof, that are needed from or are the results from the Provider's services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.
- 7.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior notice to the other. Except as otherwise required by federal and/or state law, neither the City nor the Provider shall release, transmit, disclose or disseminate any security information, security service or security service data, defined under Minnesota Statutes, Sections 13.37 and 13.861 or any like data, as defined and/or required in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.
- 7.4 In the event of termination, all supporting documents and business records prepared by the Provider under this Agreement shall be delivered to the City by Provider by the termination date.
- 7.5 Both the City and the Provider agree to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.
- 7.6 Both the City and the Provider agree to abide strictly by Chapter 13 , Minnesota Government Data Practice Act, (“MGDPA”)and in particular Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1 (b), 13.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

8. RESPONSIBILITY; NO WAIVER OF IMMUNITIES

- 8.1 To the extent provided by law, each party agrees to defend and indemnify its own employees for all actions taken pursuant to the provisions of services under this Agreement. Subject to Minn. Stat. Ch. 466, each party will be solely responsible for all claims, actions, and direct damages caused by its negligence, willful wrong-doing or breach of this Agreement, including the acts of their respective employees when acting in the course and scope of their employment duties.
- 8.2 Each party hereto agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. Notwithstanding the foregoing, nothing contained in this Section 14.1 shall waive, nor shall be construed to waive any rights and benefits either party has with regard to its status under the insurance coverage described in Section 11 of this Agreement.
- 8.3 It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

9. AMENDMENT OR CHANGES TO AGREEMENT

- 9.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.
- 9.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

10. **NOTICES**

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

To Provider:

11. **INTERPRETATION OF AGREEMENT**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

12. **ENTIRE AGREEMENT**

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF MINNEAPOLIS

By: _____

Its: Police Chief

Date: _____

Approval Recommended:

By: _____

Its: Assistant City Attorney

By: _____

Its: Purchasing Department

STATE/CITY/COUNTY OF

By: _____

Its:

Date: _____

Approval Recommended:

By: _____

Its:

By: _____

Its: _____